

**CONTRACT FOR PERSONAL SERVICES
BETWEEN
THE STATE OF WASHINGTON
OFFICE OF THE SECRETARY OF STATE
AND**

This Contract is made and entered into by and between the Office of the Secretary of State, P.O. Box 40220, Olympia, Washington 98504-0220, hereinafter referred to as the "AGENCY," and **(Name and address of CONTRACTOR)**, hereinafter referred to as the "CONTRACTOR," for the express purposes set forth in the following provisions of this contract.

PURPOSE

WHEREAS, the purpose of this contract is:

(A summary statement only; details will be included in the statement of work.)

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the AGENCY and CONTRACTOR mutually agree as follows:

STATEMENT OF WORK

A. The CONTRACTOR will provide services and staff and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Option 1: Identify all tasks, work elements and objectives of the contract and timetables by which major parts of the work are to be completed. The statement of work may be included within the text of the contract or attached as a separate exhibit as shown in Option 2 below.

Option 2: As included in the CONTRACTOR'S Proposal dated _____ attached as Exhibit B, and the AGENCY'S Request for Proposals attached as Exhibit C.

B. Exhibit A contains the General Terms and Conditions governing the work to be performed under this contract, the nature of the relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.

C. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

All written reports required under this contract must be delivered to _____, the Project Manager, in accordance with the schedule above. Any oral reports required under this contract must be presented at the location requested by the AGENCY.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from _____ or date of execution, whichever is later, through _____.

(Usually state funded contracts should not cross biennial lines. The start date cannot be retroactive.)

OFM FILING REQUIREMENT

Under the provisions of Chapter 39.29 RCW, this personal service contract **(or amendment)** is required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work shall be commenced nor payment made until ten (10) working days following the date of filing, and if required, until approved by OFM. In the event OFM fails to approve the contract, the contract shall be null and void.

COMPENSATION AND PAYMENT

A. Amount of Compensation

The AGENCY shall pay an amount not to exceed \$_____ for the performance of all things necessary for or incidental to the performance of work as set forth in the Statement of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

\$_____ in monthly payments for satisfactory progress (to be determined by the AGENCY Project Manager) towards meeting the deliverables in the Statement of Work, per the following schedule:

Amount due:	Term:
\$ _____	Date of execution through July 31, 2004
\$ _____	August 1, 2004 through August 31, 2004
\$ _____	September 1, 2004 through September 30, 2004
\$ _____	October 1, 2004 through October 31, 2004
\$ _____	November 1, 2004 through November 24, 2004

B. Expenses

The CONTRACTOR shall receive reimbursement for the expenses authorized in advance by the AGENCY as reimbursable. The maximum amount to be paid to the CONTRACTOR for authorized expenses shall not exceed \$_____, which amount is included in the contract total in Paragraph A, "Amount of Compensation." Such expenses will include paid media for the deliverables in the Statement of Work. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

BILLING PROCEDURES

Time and Method of Payment:

(Note: Payment can also be based upon monthly progress payments, satisfactory acceptance of each deliverable or major part of the contract, or payment at the conclusion of the contract.)

The AGENCY will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the AGENCY Billing Contact, Sun Mosley, not more often than monthly. The invoices shall describe and document to the AGENCY'S satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type. Any single expense in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement.

Payment shall be considered timely if made by the AGENCY within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any terms or conditions of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY.

Note: Optional Provision – The AGENCY shall withhold 10 percent from each payment until acceptance by the AGENCY of the final report (or completion of the project, etc.)

CONTRACT MANAGEMENT

The Project Manager for each of the parties shall be the contact person for all communications regarding the performance of this contract.

<u>Project Manager for the CONTRACTOR is:</u>	<u>Project Manager for the AGENCY is:</u>
<p><u>Name</u> Address City, State, Zip Code Phone: () Fax: () E-mail address:</p>	<p><u>Name</u> Address City, State, Zip Code Phone: () Fax: () E-mail address:</p>

<u>Billing Contact for the AGENCY is:</u>
<p><u>Sun Mosley, Financial and Support Services</u> P.O. Box 40224 Olympia, WA 98504-0224 Phone: (360) 586-1174 Fax: (360) 586-4311 E-mail address: smosley@secstate.wa.gov</p>

INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

The CONTRACTOR shall provide insurance coverage which shall be maintained in full force and effect during the term of this Contract, as follows:

1. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:
\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage
2. The insurance required shall be issued by an insurance company/ies authorized to do business within the State of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY 30 days advance notice of any insurance cancellation.

CONTRACTOR shall submit to AGENCY within 15 days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in the *Insurance* section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

ASSURANCES

The AGENCY and the CONTRACTOR agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit A - General Terms and Conditions
- Exhibit B - _____.
- Exhibit C - Request for Proposals No. _____ **(Note: If applicable or desired)**
- Any other provision, term, or material incorporated by reference or otherwise incorporated

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed a part hereof.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by written amendment executed by both parties.

THIS CONTRACT consisting of _____ pages and _____ attachments is executed by the persons signing below who warrant that they have the authority to execute the contract.

Washington State UBI No.: _____

Federal Employer ID No./SSN: _____

Exhibit A: General Terms and Conditions

Exhibit B: _____

Exhibit C: _____

APPROVED AS TO FORM
Attorney General's Office

CONTRACTOR

OFFICE OF THE SECRETARY OF STATE

Authorized Signatory
Print Name:
Title:

Date

Steve Excell
Assistant Secretary of State

Date

